

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

ACUITY, A MUTUAL INSURANCE	)	
COMPANY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Cause No.: 4:21-CV-01114
	)	
RRR TRUCKING, LLC., et al.	)	
	)	
Defendants.	)	
	)	

**ANSWER TO PLAINTIFF'S COMPLAINT FOR INTERPLEADER AND  
DECLARATORY RELIEF**

COMES NOW Defendant RRR Trucking, LLC, by and through its undersigned counsel, and in Answer to Plaintiff's Complaint for Interpleader and Declaratory Relief, states as follows:

1. Defendant is currently without knowledge sufficient to form a belief as to the truth of the allegations of fact and conclusions of law contained in paragraphs 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 21, 27, 28, 29, 30, 31, 32, 34, including all subparts, 35, 36, 37 and 38 of Plaintiff's Complaint and therefore denies same.

2. Defendant admits that it is a Missouri Limited Liability Company with its principal place of business in Festus, Missouri as pled in Plaintiff's paragraph 2 except as expressly admitted herein. Defendant denies remaining allegations of fact and conclusions of law except as expressly admitted.

3. Defendant admits to the best of its knowledge, information and belief, the allegations contained in Plaintiff's paragraph 14.

4. Defendant admits that venue is proper in the United States District Court for the Eastern District of Missouri as pled in Plaintiff's paragraph 18.

5. Defendant admits to jurisdiction and venue as pled in Plaintiff's paragraph 19.

6. Defendant admits the allegations contained in Plaintiff's paragraph 20.

7. Defendant admits the allegations contained in Plaintiff's paragraph 21.

8. Defendant admits the allegations contained in Plaintiff's paragraph 22.

9. Defendant admits the allegations contained in Plaintiff's paragraph 23.

10. Defendant admits the allegations contained in Plaintiff's paragraph 24.

11. Defendant admits the allegations contained in Plaintiff's paragraph 25.

12. Defendant admits the allegations contained in Plaintiff's paragraph 26.

#### **COUNT I - INTERPLEADER**

13. Defendant restates its Answer to paragraphs 1 through 32 of Plaintiff's Complaint as if fully set out herein. Defendant is without knowledge sufficient to form a belief as to the truth of the allegations of fact and conclusions of law contained in paragraphs 34 through 38 with its subparts.

WHEREFORE, Defendant RRR Trucking, LLC, moves this Court to enter judgment in its favor, denying crossclaims of co-defendants and for such other and further relief as this Court deems just and proper.

#### **COUNT II – DECLARATORY JUDGMENT**

14. Defendant restates its Answer to paragraphs 1 through 39 of Plaintiff's Complaint as if fully set out herein.

15. Defendant admits the allegations contained in Plaintiff's paragraph 40.

16. Defendant admits the allegations contained in Plaintiff's paragraph 41.

17. Defendant admits the allegations contained in Plaintiff's paragraph 42.

18. Defendant admits the allegations contained in Plaintiff's paragraph 43.

WHEREFORE, Defendant RRR Trucking, LLC, moves this Court declare that the total coverage available under policy ZC3253 is \$1,000,000 for all injuries and damages arising out of the automobile accident of October 27, 2020 and for such other and further relief as this Court deems just and proper.

BRUNTRAGER & BILLINGS, P.C.

/s/ Charles H. Billings  
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Attorney for Defendant RRR Trucking, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8th day of November, 2021, the foregoing **Answer** was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all attorneys of record.

/s/ Charles H. Billings